

SECTION E
INSPECTION AND ACCEPTANCE

1. **CLAUSES INCORPORATED BY REFERENCE**
(FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES -- FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

2. **INSPECTION AND ACCEPTANCE**

A. Inspection and acceptance of delivered uniform components required under this contract will be performed in three different ways as follows:

(1) Employee Inspection and Acceptance

All uniform components shall be subject to inspection by the uniformed employee to the extent practicable. Acceptance will be accomplished by each employee to whom an order has been sent. If an employee does not provide actual acceptance, constructive acceptance will occur 30 calendar days after the date of receipt.

(2) Contracting Officer Inspection and Acceptance

For uniform components ordered by an authorized Contracting Officer, acceptance will be accomplished by appropriate receiving information at the location(s) to which an order (or orders) are sent.

(3) Inspection and Acceptance Certification

The Government may request a Certificate of Conformance at any time. Upon request by the Contracting Officer, the provisions of FAR Clause 52.246-15, Certificate of Conformance, shall apply.

- B. In case any uniform components are found defective in material or workmanship, or otherwise not in conformity with the requirements of this contract, the uniformed employee or Contracting Officer will have the right either to reject them (with or without instructions as to their disposition) or to require their correction. All returns shall be at the Contractor's expense.
- C. Acceptance or rejection of the supplies will be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for uniform components that are not in accordance with the contract requirements nor impose liability on the Government therefor.
- D. **Site Inspections**. Periodic inspection of Contractor's facilities will be conducted.

3. **WARRANTY OF SUPPLIES**

- A. **Contractor Warranty**. Notwithstanding inspection and acceptance by the Government of supplies furnished under the contract or any provisions of this contract concerning the conclusiveness thereof, the Contractor warrants that:
 - (1) All supplies furnished under this contract shall be free from defects in material or workmanship and shall conform with the specifications and all other requirements of this contract; and
 - (2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies shall conform with the requirements of this contract.
- B. **Breach**. The Contracting Officer will give written notice to the Contractor of any breach of the warranties in paragraph A.(1) of this clause at any time after delivery of the nonconforming supplies.

- C. **Mitigation:** Within a reasonable time after such notice, the Contracting Officer may either:
- (1) By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract and within the meaning of paragraph A.(1) of this clause.
 - (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.
- D. **Transportation Charges.** When return, correction, or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination points under this contract and the Contractor's facility, and return.
- E. **Failure to Act.** If the Contractor fails or refuses to correct or replace the nonconforming supplies within a period of ten calendar days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure or refusal, the Contracting Officer may, by contract or otherwise, correct or replace them with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as, for excess costs incurred or to be incurred.
- F. **Scope of Provisions.** Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all provisions of this clause to the same extent as supplies initially delivered.
- G. **Disputes.** Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
- H. **Terminology.** The word "supplies" as used herein includes related services.

- I. **Rights and Remedies.** The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.